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mitted to the members; a market report letter, pointing "out changes in conditions both in producing and consuming sections, giving a comparison of production and sales; and, in general, an analysis of the market conditions". It was also provided that monthly meetings be held at points to be agreed upon by the members, at which meetings subjects of interest were to be discussed. It was further provided that the Southwest territory should be divided into four districts, and instead of the monthly meetings provided for, meetings were actually held about once a week for nearly a year. Before each meeting a questionnaire was sent to each member, from the answers of which, the statistician compiled an estimate of the condition of the market, actual and prospective, which was given or sent to all the members. The Plan also provided for a monthly "market report letter" to go to all members of the Association, which letter contained a forecast of the market, which was discussed at all the meetings but two. It was also shown that it was one of the prime purposes of the meetings to induce members to cooperate in restricting production, thereby keeping the supply low and prices high. The intention was also manifest to create the general conviction that higher and higher prices were obtainable, and disposition on the part of all to demand them. It was also shown that during that year the prices of hardwood lumber were greatly increased. The United States brought suit to enjoin defendants from carrying out this Plan as being a combination in restraint of trade and violative of Section 1 of the Sherman Anti-Trust Act. *Held*, injunction granted. *American Column & Lumber Co.* v. *United States*, 42 Sup. Ct. 114 (1921).

This is the first time the legality of such a plan has been before the United States Supreme Court and three Justices dissented.

For a discussion of the present status of the law relating to legitimate trade associations and the extent that they may engage in legitimate cooperative activities without actually restraining trade or otherwise violating the Sherman Act see the correspondence between the Attorney General and the Secretary of Commerce relative to activities of trade associations, which was made public February 16, 1922.

REAL PROPERTY—CEMETERIES—EXPRESSION OF PURPOSE FOR WHICH LAND CONVEYED IS NOT A CONDITION.—The owners of a certain piece of land conveyed it to the inhabitants of a town. The descriptive clause of the deed to this property concluded with the following words: "The same being intended for a burying ground and for no other purpose." Shortly after acquiring this property, five persons were interred within its limits, but their graves cannot now be located. It was put to no further use by the town for 38 years, with the exception of a short period when a school house was situated upon it. The plaintiff, who is the record owner of all the adjacent property used the cemetery lot as a pasture in connection with his own, there being no fence inclosing the cemetery lot. The plaintiff brought an action of trespass *quare clausum fregit* to try the title to this lot, claiming to be the owner of the cemetery lot upon either of two grounds; viz., abandonment of the lot by the town, or upon title by adverse possession. The defendants, who were selectmen of the town, claim title in the inhabitants of the town. *Held*, plaintiff could not recover. *Phinney* v. *Gardner* (Me.), 115 Atl. 523 (1921).

The sole question to be disscussed here is whether or not the town received an absolute fee in the cemetery lot, or whether the clause quoted limited or restricted the title.

A deed will not be construed to create an estate on condition, unless language is used which, according to the rules of law, *ex propio vigore*, imports a condition, or the intent of the grantor to make a conditional estate is otherwise clearly and unequivocally indicated. Conditions subsequent are not favored in law. *Rawson* v. *Uxbridge*, 7 Allen (Mass.) 125 (1863); see also MINOR, REAL PROPERTY § 528. Thus it has been held that land granted to a town "for a burying-place forever" is not a grant upon a condition subsequent. *Rawson* v. *Uxbridge, supra.* Nor do the words "to be used for a school-house site. . . and for no other purpose" create a condition. *Barker* v. *Barrows*, 138 Mass. 578 (1885). Nor does the phrase in a deed of land to a religious organization that it be used for a "cemetery forever, and for no other purpose foreign or adverse to the one mentioned whatsoever" create a condition subsequent entitling the grantor to re-enter on the discontinuance of the use of the land as a cemetery. *German, etc., Congregation* v. *Schreiber* (Mo.), 209 S. W. 914 (1919). In none of the cases cited above was there any clause providing for reversion in event of the putting of the land to some other than the specified use.

However, it has been held that a deed of land to a church containing the words "but said lot of land is never to be sold or used in any other way, only for the use of a church" constitutes a condition subsequent, and that upon a breach of this condition by alienation to a third person, the grantor had the right to apply to equity to set the sale aside, even though there was no clause providing for reversion. *Grissom* v. *Hill*, 17 Ark. 483 (1856). Also where land was granted to a city with the provision that it "forever thereafter be appropriated to, and used exclusively for purpose of a public square" it was held that a condition subsequent was created and that it reverted upon breach of the condition. *Stuyvesant* v. *Mayor, etc., of New York*, 11 Paige (N. Y.) 414 (1845).

Provisions to the effect that a deed becomes void whenever the premises shall be converted to any other use than those named create conditions subsequent. *Warner* v. *Bennett*, 31 Conn. 468 (1863); *Boonville Milling Co.* v. *Roth* (Ind.), 127 N. E. 823 (1920); *Sherman* v. *Town of Jefferson*, 274 Ill. 294, 113 N. E. 624 (1916).

Other restrictions of a similar nature have been held to create covenants that restrict the use of the land to the particular purpose, which are binding on those taking title to the property with notice thereof. This was held where land was conveyed to a school and the grantee agreed "that said land and buildings shall be used for the purposes of the said school, and for no other purpose." *Supervisors* v. *Bedford High School*, 92 Va. 292, 23 S. E. 299 (1895); see also *King* v. *Norfolk & W. R. Co.*, 99 Va. 625, 39 S. E. 701 (1901).

Although there is conflict upon the point, it would seem that the instant case is correct upon principle as well as in accord with the weight of authority.